

Indiana Weather Related Disaster WORKSITE AGREEMENT

This work site agreement shall begin upon signing and end on _____. The Indiana Department of Workforce Development, _____ and _____ hereinafter referred to as the entities, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration 1766-DR.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the weather disaster and to fill such jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by flooding.

The Indiana Department of Workforce Development (DWD) will contract with _____ Staffing Service to be employer-of-record for participants for the National Emergency Grant. The _____ shall provide appropriate worksites and supervision for NEG participants as defined in this document.

1. Program Overview

This NEG program shall consist of temporary work, wherein a participant referred by _____ to the _____ is given job functions to perform under the guidance and supervision of the _____ in accordance with the job description attached hereto. It is understood by _____ and the _____ that no legal employer-employee relationship is created or exists between the _____ and the participant. In agreeing to provide direction and supervision of the participant, the _____ understands that this does not make _____ or its designee or the Department of Workforce Development liable to the _____ or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The _____ understands and agrees that no participant shall begin work until this Agreement is executed by all of the entities. Eligible individual workers may not work in temporary jobs under this grant for more than 1,040 hours or earn more than \$12,000.00 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. _____ will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of the Department of Workforce Development and its contractors, and _____. Individuals determined to be eligible for this program will be referred to the Worksite by _____.

4. Responsibilities of the Entities

The following are responsibilities of the entities:

The _____ accepts and agrees that it shall:

- direct and supervise participant's work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
- be accountable for maintaining participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to _____ as instructed.
- assure that it will have supervisory personnel who will act as work site supervisors for each of the _____ work sites so as to provide for continuous on-site supervision of participants.
- assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- require participants' conformance with the _____ Personnel Rules of Conduct.
- orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the _____ responsibilities and obligations under this Agreement.
- notify the Department of Workforce Development immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
- conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.
- inform _____ and the DWD immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- notify the DWD Field Coordinator by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.
- not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- not intimidate or retaliate against any individual for exercising any rights and privileges under the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998.
- ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- ensure that the following general conditions for temporary jobs shall be complied with:
 - 1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
 - 2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and

3) there shall be no infringement of promotional opportunities for regular employees. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of the Department of Workforce Development.

- will immediately advise the Department of Workforce Development and _____ in writing of any actions, suits, claims or grievances filed against any entity, State of Indiana, federal officials or participants that in any way relates to this Agreement.

The _____ accepts and agrees that it shall:

- maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- will immediately advise the Department of Workforce Development and _____ in writing of any actions, suits, claims or grievances filed against any entity, State of Indiana, federal officials or participants that in any way relates to this Agreement.
- assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the _____ notice.
- pay participant wages for all actual hours worked, and provide Workers' Compensation coverage and Unemployment Insurance benefits for all participants.
- be responsible for distributing participant paychecks dependent on _____ timely submission of properly certified time sheets.
- not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- not intimidate or retaliate against any individual for exercising any rights and privileges under the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998.

The Department of Workforce Development accepts and agrees that it shall:

- implement administrative controls to ensure that costs for wages and other costs that the NEG program is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- provide counseling and supportive services to participants as the need is identified.
- be responsible for contracting with _____ to act as employer of record. The employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.
- hear all grievances concerning program participant's performance at the job site.
- resolve any complaints alleging violations of nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998.
- will immediately advise the _____ and _____ in writing of any actions, suits, claims or grievances filed against any entity, State of Indiana, federal officials or participants that in any way relates to this Agreement.

6. Worksite Monitoring and Reporting

The Department of Workforce Development must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The _____ shall notify DWD of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

The _____ shall allow the Governor of the State of Indiana, DWD, or any of its agents and/or subcontractors, and the US Department of Labor (US DOL) to visit the _____ work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the _____ at the time of the removal. This action may be taken when the Governor of the State of Indiana, DWD, or US DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where the Governor of the State of Indiana, DWD or US DOL find noncompliance on any of the terms or conditions under this Agreement.

7. Prohibited Activities

- Sectarian Activities: The _____ assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- Collective Bargaining And Union Activities: The _____ assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the _____ and other parties, nor will this agreement assist, promote or deter union organization.
- Lobbying And Political Activities: The _____ assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

8. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of any entity's employees or representatives connected with the activities described herein.

9. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Department of Workforce Development and must be in writing. No interpretations shall be official or binding upon the entities unless it is received in written form.

This Agreement may be extended as needed or as additional NEG funding becomes available.

10. Termination

This Agreement may be terminated as follows:

_____ or the _____ may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.

The Department of Workforce Development may terminate this Agreement in whole or in part at any time that the Commissioner or her designee, in her sole judgment, determines that:

- 1) any entity has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
- 2) an entity(ies) fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by the State of Indiana, DWD, and/or US DOL; or
- 3) the United States Department of Labor or State of Indiana fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

11. Notice

Other than as provided herein, notice shall be required to be given to all entities under this Agreement, and shall be sufficient when hand delivered, emailed or mailed to each.

12. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Indiana.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

Signature

Director of Policy
Dept. of Workforce Development

Title

Date

Signature

Title

Date

Signature

Title

Date